

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529

T.C. #440-K PHOTOGRAPHIC SUPPLIES

This is an exclusive contract

CONTRACT PERIOD	FROM	December 1, 1997	CONTRACT YEAR	NEW (X)
	TO	November 30, 1999		RENEW ()
VENDOR ADDRESS	See Page 3		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

PRICES ➤ % Off Manufacturer's List
DELIVERY ➤ Two working days unless otherwise specified
F.O.B. ➤ Destination
TERMS ➤ Net 30 Days

REMARKS:

KAREN KUSTER, Contracts Officer

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age

Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

PHOTOGRAPHIC SUPPLIES

VENDOR LIST

DIXON PAPER

Gregg Merdinger
P O Box 21195
Billings MT 59104-1195
(800) 332-7155
FAX (800) 697-7073

IMAGING PRODUCTS INT'L

Sharon Meresman
940 Enchanted Way Suite 105
Simi Valley CA 93065
(800) 486-4624
FAX (805) 526-0349

JORUD PHOTO SHOP

Mr. W.A. Brown III
P.O. Box 878
Helena MT 59624
(800) 303-6880
(406) 442-6880
FAX (406) 442-9834

MACNAB ENTERPRISES

Duncan MacNab
P.O. Box 638
Bozeman MT 59771-0638
(800) 548-0203
(406) 587-1300
FAX (406) 587-3277

(THE) PHOTO CENTRE

M Sandy Newton
1116 Helena Avenue
Helena MT 59601
(406) 449-8144
FAX (406) 443-1966

UNIQUE PHOTO INC

David Tor
11 Vreeland Road
Florham Park New Jersey 07932
(800) 631-0300
(973) 377-5555
FAX (973) 377-8800

WESTERN PHOTO SALES

James D Blatter
515 West Park Street
Livingston MT 59047
(800) 223-3631
(406) 222-0753
FAX (406) 222-7789

PHOTOGRAPHIC SUPPLIES

1.0 SCOPE

The State of Montana is contracting with multiple vendors to provide photographic supplies for all state agencies for the period of December 1, 1997 through November 30, 1999.

Bids were accepted only from businesses who are authorized representatives of the companies whose products they bid.

2.0 CONTRACT RENEWAL/CANCELLATION

2.1 This contract may, upon mutual agreement, and according to the terms of the existing contract, be extended in two (2) year intervals for a period not to exceed four (4) additional years. This extension is dependent upon legislative appropriation. Renewal terms will be December 1 through November 30.

2.2 If the products, services and conditions of this contract are not performed as required herein, the State of Montana will terminate the contract immediately upon written notice. Vendors were cautioned not to submit bids for supplies they do not routinely handle.

3.0 CONTRACT REQUIREMENTS

3.1 Contractors must furnish copies of manufacturer's catalogs and price lists to each requesting agency without charge.

3.2 Discounts must remain firm for the initial contract period. Vendors may submit new pricing schedules no later than 45 days prior to contract renewal. Late requests will not be considered. If unable to reach mutually acceptable pricing, the contract will be resolicited.

3.3 Contractors will be required to establish separate accounts for all authorized ordering agencies.

3.4 Contractors may not make substitutions for items without prior written consent of the Department.

3.5 Payment will be made 30 days after receipt of a properly executed invoice, or after of satisfactory completion of the entire order, whichever is later.

3.6 The Contractors shall furnish annual usage reports to the State of Montana, Purchasing Bureau each year by February 1. The reports shall contain the product name, size, total quantity sold of each item and total dollars expended. The report must reflect the total dollars expended by each end user for the period.

Failure to provide timely, accurate reports is justification for cancellation of the contract and/or removal of the contract holder's name from the State's vendor list of responsible vendors.

PHOTOGRAPHIC SUPPLIES

4.0 PRODUCT REQUIREMENTS

- 4.1 The specifications identify specific brand requirements of this Term Contract. Due to the documented need to maintain a standard of performance and compatibility with existing supplies and equipment, only those quotations which comply with the specific brand requirements were considered.
- 4.2 Products furnished under this contract must be of current manufacture and guaranteed to perform to manufacturer's specifications. Inferior and/or defective products will be rejected, returned and replaced at contractor's expense. Sale of gray market products will result in immediate contract cancellation and report of the incident to appropriate authorities. All products must carry valid USA warranty.
- 4.3 Products with a shelf-life must be date stamped. Dated products must have an minimum average or normal shelf-life expectancy of one year. Products received after expiration date will be returned at contractor's expense for full refund.
- 4.4 Sufficient inventory of stock to supply the needs of State agencies must be maintained. Continual back order of normal stock items will result in removal of the vendor from the contract.
- 4.5 If demand or increased usage warrants that additional items be added to the list of "standard stock" items, the State will attempt to negotiate a mutually agreeable price with vendors who are able to supply the product(s).

5.0 ORDERING/SHIPPING PROCEDURES

- 5.1 Authorized agencies will place orders on an "as needed" basis, by memo, fax or agency purchase order, referencing the term contract number. Verbal orders may be placed during normal working hours and confirmed in writing.

Vendors must have toll-free telephone numbers. See page 3 for vendor telephone and fax numbers.

- 5.2 Standard stock items must be shipped within 24 hours of order placement, with delivery to be complete within two working days. Items considered non-stock must be delivered within ten calendar days of order placement.
- 5.3 Items that are undeliverable within the 24 hour time frame are to be cancelled. Contractors must provide the ordering agency immediate notice, **BY TELEPHONE**, of product(s) unavailability, upon which notice the agency may independently procure the items.
- 5.4 Contractors will reference the term contract number on all invoices, packing lists, correspondence and packages.

PHOTOGRAPHIC SUPPLIES

- 5.5 The minimum order for prepaid shipment to agencies throughout the State of Montana is \$50.00. The minimum order requirement includes any combination of stock and non-stock items and back orders shipped at a later time, excluding fixer and paper.
- 5.6 Orders less than \$100 may be shipped via the best and least expensive way, within the required delivery times. No additional charges for packaging, drayage, handling or any other purposes is allowed.
- 5.7 Charges for agency requested express delivery (i.e. next day, overnight, etc.) will be prepaid, documented and added to the invoice as a separate line item.
- 5.8 COD shipments will not be accepted.
- 5.9 The Contractor may include the fee charged by UPS for each hazardous package requiring U.S. Department of Transportation shipping papers. Charge must be listed on the invoice as A separate line item with supporting documentation from UPS. This charge was filed for both interstate and intrastate hazardous material shipments, including commodities classified as ORM-E. It does not apply to ORM classes A, B, C or D.

6.0 AGENCY RESPONSIBILITIES

- 6.1 The term contract grants State of Montana agencies an exclusive right and obligation to purchase the photographic supply items listed within for the contract period. Agencies who feel they can obtain A better price elsewhere are required to obtain prior permission from the State Purchasing Bureau.
- 6.2 **EXCEPTION.** Although included in contract pricing, agencies **are not obligated** to procure REGULAR AMATEUR FILM from this contract.
- 6.3 State agencies are expected to follow accepted receiving procedures, including immediate vendor notification in the event shipping problems occur.
- 6.4 Agencies are required to notify the Purchasing Bureau in writing, of any ongoing vendor and/or product problems.

7.0 LINE ITEMS

All bidders operating as authorized manufacturer's representatives were added to the contract. Basis for contract pricing is the percentage of discount off manufacturer's current list price.

PHOTOGRAPHIC SUPPLIES

8.0 **STANDARD STOCK ITEMS**

8.1 Eastman Kodak Products

A. Films

- Kodacolor Gold, 12, 24 and 36 exp.
ASA-100/200/400
- Ektachrome Color Film, 35mm and 120 size
ASA-100/200/400/1600 Tungsten
- Ektachrome 50 and 64
- Royal Gold 25 and 1000
- Kodachrome 64 Film
- Black and White Films, 35mm and 120, ASA-100/400/3200
- Tri-X
- Plus-X, 24 and 36 exp.
- T-Max
- 100' Bulk Roll Film
 - Vericolor Slide Film
 - Ektachrome EPY 50 Tungsten
 - Ektachrome 100 Daylight
 - Ektachrome Slide Duplicating Film 5071
 - Tri-X Pan Film TX402
 - Ortho Kodalith 35mm
 - Plus-X Pan Film PX402
 - T-Max 100 TMX402
 - T-Max 400 TMY402
- Vericolor SO-279 35mm Slide Film
- Ektapress Color Negative Film
- Technical Pan Film, 35mm and 4x5 size
- Pro Copy Film, 4x5 size
 - Pro 100/PRT Films, 4x5 and 120 size
 - Kodalith Sheet Film, 4x5, 8-1/2 x 11 sizes
 - Super-XX Pan Film 4142, 4x5 size

B. Chemistry

- Fixer Solution A and B, 5 gallon
- Developer A and B
- S-II Activator, 5 gallon
- Ektamatic Stabilizer, S-30 and S-40, 2.5 gallon
- Indicator Stop Bath
- Dektol Developer, 1 gallon
- D-76 Developer and D-76 Rapid Fix
- T-Max Developer
- HC-110 Developer
- Hypoclear
- Film Cleaner
- Ektaprint 2 Processing Kit
- Process E-6 Chemistry, to make five gallons:
 - First Developer Replenisher

PHOTOGRAPHIC SUPPLIES

- Reversal Bath and Replenisher
- Color Developer and Replenisher
- Conditioner and Replenisher
- Fixer and Replenisher
- Stabilizer and Replenisher
- Bleach and Replenisher
- Process C-41 Flexicolor Chemistry, to make one gallon:
 - Developer
 - Bleach
 - Fixer and Replenisher
 - Stabilizer and Replenisher
- Ektachrome R-3000 Chemistry, to make one gallon:
 - Bleach-Fix
 - Color Developer
 - First Developer

C. Photographic Papers

- Polycontrast Rapid II and III RC Paper:
 - All finishes, 8x10, 250/box and 100/box
 - 5x7, 500/box
 - "N" Finish, 10x10
- Polycontrast Rapid III RC Paper, MWF, 5x7, 8x10, 11x14, 100/box
 - Kodabrome RC Paper, 8x10
 - Kodabromide F-4, and F-5 Paper
 - Ektacolor Plus Paper, "F" Finish, 8x10
 - Ektachrome 22 Paper, "F" Finish, 8 x 10

D. Graphic Arts Supplies

- PMT-II Supplies:
 - Activator
 - 8-1/2 x 11 Receiver and Negatives

E. Mailers

- 24x36 exp. Mailers, Slide and Print

8.2 Polaroid Products

- Polacolor ER Type 669 Film, pack and case lots
- 4x5 Sheet Films, 50 Series, including
 - Type 55 B/W Positive and Negative Film
 - Type 57 B/W High Speed Print Film
- 8x10 Sheet Films, 800 Series
- Time Zero Supercolor SX-70 Film
- 600 High Speed Color Film

8.3 Fuji Products

- Fujicolor 35mm, 24 and 36 exp., ASA-100/200/400

PHOTOGRAPHIC SUPPLIES

- Fujichrome 50-D Prof. RFP Reversal Film, 35mm, 100' rolls
- Fujichrome 50/100/400, 35mm, 24 and 36 exp.
- Fujichrome 50 and 100, 4x5 sheets and 120 rolls
- Fujichrome 100-D Professional RDP Slide Film
- Fujichrome Duplicating Film, CDU Tungsten, 35mm, 100' rolls

8.4 AGFA Products

- Brovira and Portriga Papers, Med. Wt, 8x10 and 11x14
- GRP7 Rapid Processing Developer, 5 gallon cube
- G377 Rapid Fixer, 5 gallon cube
- CP297B Universal Developer, 2-1/2 gallon cube,
- Rapid Access Film - Litex, 10"x12", 11"x14"
- CPN & NPC & CPC Papers, 8-1/2" x 11", 10"x12", 11"x 14"
- CPP & CPPab & CPF & CPFab,
8-1/2" x 11"
CPPab=22.90/CPP
CPF=70.15
CPFab=41.26
10" x 12"
CPPab=29.05/CPP
CPF= 89.59
CPFab=54.18
11" x 14"
CPPab=33.03/CPP
CPF =155.47
CPFab=68.31

8.5 Ilford Products

- Pan F Film, 100' bulk
- HP-5 Film, 100' bulk
- Ilfospeed Multigrade II and III paper, 1M Glossy and Pearl Finishes,
Medium Wt., DW, 8x10, 11x14, 100/box
- Ilfospeed RC Paper, Selective Contrast, Grades 2-5, 8x10, 11x14

8.6 Photographers' Formulary Products

- Universal Concentrate Developer
- Film Developer #3 and #23
- FX-1 High Accutance Developer
- BW-2 T-Max Developer
- TD-30 Paper Developer
- Amidol Paper Developer
- TF-4 Archival Rapid Fixer
- Rapid Fixer with Hardener

8.7 Gepe Products

- 2x2 Glassless Slide Mounts, 100/box

8.8 Vue-All Products

PHOTOGRAPHIC SUPPLIES

-Negative Transparency Holders for 35mm (no PVC)
6-Frame, size 6-B

8.9 Ethol Products

-Liquid Paper Developer, to make one gallon
-Dry Powder Paper Developer, to make one gallon

8.10 Heico Products

-Perma-Wash Fixer Eliminator

8.11 Darkroom Supplies

Kodak UGF LineFilm, 20x24, #521EK764, 100 box
Kodak UGF LineFilm, 24x30, #SpecOrd, 50 box
Kodak Versalite QDF DupFilm, 22x28, #522EK730, 50 box
Kodak Versalite QDF DupFilm, 20x24, #522EK420, 100 box
Kodak Ultratec UHF Halftone, 12x18, #521EK214, 100 box
Kodak CQ4F Contact 2000Film, 20x24, #522EK365, 100 box
Kodak PMT3 Receiver Paper, 10x12, #524EK336, 100 box
Kodak PMT3 Receiver Paper, 12x18, #524EK342, 100 box
Kodak PMT3 Receiver Paper, 20x24, #524EK351, 100 box
Agfa PMT(CPF) ClearReceiver, 12x18, #524AG103, 100 box
Agfa PMT(CPF) ClearReceiver, 18x24, #524AG106, 100 box
Agfa PMT(CPFAB)AdhsvRecvr, 12x18, #524AG115, 50 box
Kodak PMT3 Negative Paper, 10x12, #524EK206, 100 box
Kodak PMT3 Negative Paper, 12x18, #524EK212, 100 box
Kodak PMT3 Negative Paper, 20x24, #524EK221, 100 box
Kodak QCP Versalite Contact, 20x24, #524EK820, 100 box
Kodak Ultratec Fix/Repl-Film Proc, #525EK352, 5 gal/cube
Kodak Ultratec Dev/Repl-Film Proc, #V, 5 gal/cube
Kodak PMT Activator, #525EK401, 4-1gl/gal
Anchor Film-Kleen, #7065, #525AK007, 6-1gl/ctn
Enco Colorlink Colorkey-Black, 20x24, #531EN449, 50 box
Enco Colorlink Colorkey-Cyan, 20x24, #531EN450, 50 box
Enco ColorlnkColorkey-Magenta, 20x24, #531EN451, 50 box
Enco Colorlink Colorkey-Yellow, 20X24, #531EN452, 50 box
Lithco Correct Plate Addition Pen-Broad Tip, each
Enco Finepoint Addition pen, #518EN510, each
Deletion Pens - Fine/Broad, each
Allied Plate Fix, quart

9.0 **BID PRICES**9.1 Eastman Kodak ProductsA. Amateur Products

Percentage Off List:

Imaging Products Int'l	39%
Jorud Photo Shop	20%
MacNab Enterprises	30%

PHOTOGRAPHIC SUPPLIES

(The) Photo Centre	30%
Unique Photo Inc	41%
Western Photo Sales	30%
	[1]

B.	<u>Instrumentation Products</u>	Percentage Off List:
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Imaging Products Int'l	29%
(The) Photo Centre	30%
	[2]

C.	<u>Aerial Products</u>	Percentage Off List:
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Imaging Products Int'l	27%
MacNab Enterprises	20%
(The) Photo Centre	30%
Western Photo Sales	20%
	[3]

D.	<u>Professional Products</u>	Percentage Off List:
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Imaging Products Int'l	33%
MacNab Enterprises	15%
(The) Photo Centre	33.3%
Unique Photo Inc	15%
Western Photo Sales	25%
	[4]

E.	<u>Graphic Arts Reprographics</u>	Percentage Off List:
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Dixon Paper	14%
Imaging Products Int'l	24%
(The) Photo Centre	30%
	[5]

F.	<u>Miscellaneous Kodak Supplies</u>	Percentage Off List:
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Dixon Paper	14%
Imaging Products Int'l	28%
MacNab Enterprises	25%
(The) Photo Centre	33.3%
Unique Photo Inc	15%
Western Photo Sales	25%
	[6]

9.2	<u>Polaroid Products</u>	Percentage Off List:
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Imaging Products Int'l	39%
MacNab Enterprises	25%
Unique Photo Inc	37%
Western Photo Sales	25%
	[7]

PHOTOGRAPHIC SUPPLIES

9.3 Photographers' Formulary Products Percentage Off List:N/A
[8]9.4 Fuji Products Percentage Off List:

Imaging Products Int'l	53%
MacNab Enterprises	30%
(The) Photo Centre	30%
Unique Photo Inc	35%
Western Photo Sales	30%
	[9]

9.5 AGFA Products Percentage Off List:

Dixon Paper	14%
MacNab Enterprises	30%
Unique Photo Inc	25%
	[10]

9.6 Ilford Products Percentage Off List:

Imaging Products Int'l	34%
MacNab Enterprises	30%
(The) Photo Centre	30%
Unique Photo Inc	36%
Western Photo Sales	25%
	[11]

9.7 Miscellaneous ProductsA. Acufine Developers Percentage Off List:

Imaging Products Int'l	32%
Jorud Photo Shop	20%
MacNab Enterprises	30%
(The) Photo Centre	33.3%
Western Photo Sales	28%
	[12]

B. Printfile Negative Preservers Percentage Off List:

Imaging Products Int'l	41%
Jorud Photo Shop	20%
MacNab Enterprises	30%
(The) Photo Centre	33.3%
Unique Photo Inc	40%
Western Photo Sales	30%
	[13]

PHOTOGRAPHIC SUPPLIES

C.	Dust-Off Products	Percentage Off List:
	Imaging Products Int'l	35%
	Jorud Photo Shop	20%
	MacNab Enterprises	30%
	(The) Photo Centre	33.3%
	Unique Photo Inc	28%
	Western Photo Sales	25%
		[14]
D.	Gepe Products	Percentage Off List:
	Imaging Products Int'l	35%
	MacNab Enterprises	30%
	(The) Photo Centre	33.3%
	Unique Photo Inc	20%
		[15]
E.	Vue-All Products	Percentage Off List:
	Imaging Products Int'l	38%
	Jorud Photo Shop	20%
	MacNab Enterprises	30%
	(The) Photo Centre	33.3%
		[16]
F.	Ethol Products	Percentage Off List:
	Imaging Products Int'l	31%
	Jorud Photo Shop	20%
	MacNab Enterprises	30%
	(The) Photo Centre	33.3%
	Unique Photo Inc	27%
		[17]
G.	Heico Products	Percentage Off List:
	Imaging Products Int'l	24%
	Jorud Photo Shop	20%
	MacNab Enterprises	30%
	(The) Photo Centre	30%
	Unique Photo Inc	20%
		[18]
9.8	Darkroom Supplies	Percentage Off List:
	Dixon Paper	14%
	(The) Photo Centre	30%
	Unique Photo Inc	10%
		[19]